

DETAILED ACTION

Claim Rejections - 35 USC § 112

1. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

2. Claim 1-19 recites the limitation "said providing". There is insufficient antecedent basis for this limitation in the claim. For the purposes of examining it is postulated that the term "said providing" in the above referenced claims could be interpreted as "said insurance coverage" in the context of the claimed invention.

Appropriate action required.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

4. Claims 1-4, 6, 8-11, and 13 are rejected under 35 U.S.C. 102(b) as being unpatentable over U.S. Patent Application Pub. No. 2002/0169641 to Wallace, JR.
5. As per claims 1-4 and 6, they are a broader form of claims 8-11 and 13, and are rejected in a like manner.
6. As per claim 8, Wallace, JR. teaches a method of insuring a landlord against rent default comprising:

--determining whether a tenant satisfies predetermined creditworthiness considerations (Fig. 1, ele. 20)(see: paragraphs 8-9, 21);

--responsive to a negative result of said determining, providing insurance coverage to said landlord entering into a rental agreement with said tenant (Fig. 1, ele. 16, 40)(see: paragraphs 9, 23, and 24); and

--requiring that said tenant bear a cost associated with said providing as a precondition for entering into said rental agreement (Fig. 1, ele. 38)(see: paragraphs 23-24).

7. As per claim 9, Wallace, JR. teaches the said further comprising indemnifying said landlord if said rental agreement is breached for failure to pay rent (Fig. 1, ele. 18, 41)(see: paragraph 23).

8. As per claim 10, Wallace, JR. teaches the said further comprising confirming that said tenant satisfies criteria other than said creditworthiness considerations required for entering into said rental agreement (Fig. 1, ele. 19-20, 22)(see: paragraphs 9).

9. As per claim 11, Wallace, JR. teaches the said further comprising terminating said insurance coverage if said rental agreement is not breached for a predetermined duration for failure to pay rent (see: paragraph 23).

10. As per claim 13, Wallace, JR. teaches the said indemnifying comprises reimbursing said landlord for unpaid rent due in accordance with said rental agreement (Fig. 1, ele. 18, 41)(see: paragraph 23).

Claim Rejections - 35 USC § 103

11. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the

invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

12. Claims 5, 7, 12, and 14-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Pub. No. 2002/0169641 to Wallace, JR in view of "Breakdown in car policy" by Isabel Berwick.

13. As per claims 5 and 7, they are a broader form of claims 12 and 14, and are rejected in a like manner.

14. As per claim 12, Wallace, JR. discloses the invention substantially as claimed, see discussion of claim 8, but fails to specifically point out:

--shifting to said landlord said cost associated with said providing if said rental agreement is not breached for a predetermined duration for failure to pay rent.

However, Berwick teaches coverage for loss of rent due to tenant's failure to pay (see: section "Landlord's Burden" fifth paragraph) and it would have been obvious to a person of ordinary skill in the art at the time the invention was made to combine the teachings of Wallace, JR. and Berwick with the rational of providing the landlord with coverage for the duration of the lease.

15. As per claim 14, Wallace, JR. discloses the invention substantially as claimed, see discussion of claim 13, but Wallace, JR. fails to specifically point out:

--reimbursing said landlord for expenses associated with collecting said unpaid rent.

However, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings to Wallace, JR. with the coverage

described by Berwick (see: section "Landlord's Burden" fifth paragraph) with the rational of indemnifying the landlord for all costs associated with default by a tenant.

16. As per claim 15, it is a variant of claim 8 and rejected in a like manner.
17. As per claim 16, it is recites limitations similar to claim 9 and rejected in a like manner.
18. As per claim 17, see the discussion of claims 12 and 15.
19. As per claim 18, see the discussion of claims 13 and 15.
20. As per claim 19, it see the discussion of claims 14 and 15.

Conclusion

21. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.
22. In related art U.S. Patent Number 6,049,784 to Weatherly et al. discloses a method for creating and managing a lease agreement through a control intermediary that guarantees periodic lease payments based on the acceptability of the potential tenant's financial risk (see: abstract).
23. Any inquiry concerning this communication or earlier communications from the examiner should be directed to ROBERT SOREY whose telephone number is (571)270-3606. The examiner can normally be reached on Monday through Friday 7:30AM to 5:00PM (EST).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Charles Kyle can be reached on 571-272-6746. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Robert Sorey/
Examiner, Art Unit 4194

December 20, 2007

/Charles Kyle/
Supervisory Patent Examiner, Art Unit 4194